

### 1. ACCEPTANCE OF TERMS

- (1) We provide the Site ([www.artc.com.au](http://www.artc.com.au)) (including any associated services, applications, linked sites and interactive forums) subject to the following terms of use (TOU).
- (2) Before you access the Site, it is important that you understand and agree to these TOU and that your use of the Site will be deemed acceptance of the TOU.
- (3) These TOU may change from time to time without notice to you. It is your responsibility to review the latest version of the TOU. You may choose to bookmark this page so that you can conveniently review the TOU when you use the Site.
- (4) Please contact us at [enquiries@artc.com.au](mailto:enquiries@artc.com.au) or 11 Sir Donald Bradman Drive Keswick Terminal SA 5035 if you have any questions or concerns regarding the TOU.

### 2. REGISTRATION INFORMATION

- (1) You may be required to submit information for registration purposes to use or access parts of the Site. If required to do so, you agree to:
  - (a) submit only true, accurate, current and complete information about yourself as prompted by the Site's registration procedure (the Registration Data) and
  - (b) if required, maintain and regularly update the Registration Data to ensure it is and remains, accurate and current.
- (2) If you provide any information that is untrue, inaccurate, not current or incomplete, or we suspect that you have provided such information, we may suspend or terminate your access to the Site and refuse any and all current or future use of the Site, or part of it.

### 3. USER ACCOUNT, PASSWORD AND SECURITY

- (1) After you complete a user registration process at the Site, you will receive a user password and account name to access the Site. You agree that:
  - (a) you are responsible for maintaining the confidentiality of your password and account;
  - (b) you are fully responsible for all activities that occur under your password or account;
  - (c) you must immediately notify ARTC of any unauthorised use of your password or account or any other breach of security;
  - (d) you must create no more than one user account at the Site;
  - (e) we, or our agents, may require access to your user account to respond to service or technical issues and you agree to facilitate such access if required.

### 4. PRIVACY POLICY

- (1) Registration Data and certain other personal information about you is subject to our Privacy Policy. For more information, please refer to our Privacy Policy.

**5. USER CONDUCT**

- (1) Parts of the Site may have uploading/downloading or interactive functionality. You understand and agree that:
- (a) all information, data, text, software, music, sound, photographs, graphics, video, messages and other materials (Content), whether confidential or otherwise, whether publicly posted or privately transmitted, are the sole responsibility of the person from whom the Content originated;
  - (b) using the Site to advertise or offer to sell or buy any goods or services, except as expressly permitted in these TOU is prohibited.
  - (c) you must not:
    - (i) post Content that infringes any patent, trade mark, trade secret, copyright or other proprietary rights of any party;
    - (ii) transmit Content that is or includes unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam," "chain letters," "pyramid schemes," surveys, contests or any other form of solicitation;
    - (iii) transmit Content that contains software viruses, trojan horses, worms, time bombs, cancelbots or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
    - (iv) transmit Content that harms minors in any way;
    - (v) impersonate any person or entity, including without limitation an ARTC representative or another user of the Site, or falsely state or otherwise misrepresent your affiliation with a person or entity;
    - (vi) create a false identity for the purpose of misleading others as to your identity or the originator of a message;
    - (vii) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
    - (viii) attempt to gain unauthorised access to the Site, other user accounts, computer systems or networks, through password mining or any other means;
    - (ix) intentionally or unintentionally violate any applicable laws and regulations having the force of law;
    - (x) "stalk", defame, bully, intimidate or otherwise harass another person;
    - (xi) interfere with another user's use and enjoyment of the Site;
    - (xii) collect or store personal data about other users of the Site; or

- (xiii) make any unauthorised commercial use of the Site.
- (2) You also acknowledge and agree that:
  - (a) you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.
  - (b) we may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that preservation or disclosure is reasonably necessary to:
    - (i) comply with an obligation;
    - (ii) enforce the TOU;
    - (iii) respond to claims that any Content violates the rights of third parties; or
    - (iv) protect the rights, property, personal safety, or business interests of ARTC, users of the Site or the public.
  - (c) the technical processing and transmission of the Site, including your Content, may involve transmissions over various networks, and changes to conform and adapt to technical requirements of connecting networks or devices.

## **6. INDEMNITY AND RELEASE**

- (1) You agree to indemnify and hold ARTC, and its subsidiaries, affiliates, officers, agents, co-branders and other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of:
  - (a) content you submit, post to or otherwise transmit through the Site,
  - (b) your use of or connection to the Site,
  - (c) your violation of these TOU, or
  - (d) your violation of any other's rights.

## **7. GENERAL PRACTICES REGARDING USE AND STORAGE**

- (1) You agree that we have no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Site.
- (2) You acknowledge that ARTC:
  - (a) is entitled to log off any registered user or account that is inactive for an extended period of time;
  - (b) is entitled to change these general practices and limits at any time,
  - (c) may, in its absolute discretion, with or without notice to you delete, modify or otherwise deal with any Content stored at the Site and any of your user profile information or account at the Site.

**8. MODIFICATIONS AND DISCONTINUANCE**

- (1) We reserve the right at any time and from time to time to modify or discontinue access to the Site (or any part), with or without notice, temporarily or permanently without liability to you or to any third party.

**9. USER ACCOUNT TERMINATION**

- (1) You agree that ARTC may, in its sole discretion and with or without notice to you, terminate your password, account or use of the Site (or any part), and remove and discard any Content within the Site at our absolute discretion including without limitation, where a breach of copyright has been reported.
- (2) You agree that ARTC may in its sole discretion and at any time discontinue providing the Site, or any part, to you with or without notice, and without liability to you or any third parties.
- (3) You agree that termination of your access to the Site under any provision of these TOU may occur without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information, content and files in your account and/or bar any further access to such files, content or the Site.
- (4) If your account or access to the Site is terminated for any reason, you must immediately cease using the Site. Termination does not affect any of our accrued rights or liabilities.

**10. DEALINGS WITH THIRD PARTIES**

- (1) You agree that ARTC is not responsible or liable for any loss or damage of any sort incurred as the result of any dealings with any third parties on the Site.

**11. PROPRIETARY RIGHTS**

- (1) You acknowledge and agree that:
  - (a) the Site and any necessary software used in connection with the Site, (the Software) contain proprietary and confidential information that is protected by applicable intellectual property and other laws; and
  - (b) the Content contained in any information presented to you via the Site or via third parties is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.
- (2) Except as expressly authorised by ARTC or relevant third parties, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Site or the Software, in whole or in part.

- (3) You agree not to access the Site by any means other than through the website and interfaces that are provided by ARTC for use in accessing the Site.

**12. TRADE MARK INFORMATION**

- (1) The ARTC trademark, and other ARTC logos and product and service names are trademarks of ARTC (the ARTC Marks).
- (2) You agree not to display or use the ARTC Marks in any manner without our prior permission.

**13. COPYRIGHT**

- (1) We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please let us know.
- (2) When using the Site you may provide us with information about yourself or other matters. You grant us rights to use or otherwise exploit all of this information, and all information derived or generated from it, in all existing or future media. These rights include without limitation the right to search the information, and, consistent with our privacy policy, to repackage and market it to anyone for any reason.
- (3) Information in this clause includes but is not limited to data, text, photographs, drawings, sound recordings, feedback, and any other information or data displayed or presented by you on the Site.

**14. DISCLAIMER OF WARRANTIES**

- (1) You expressly understand and agree that:
  - (a) your use of the Site is at your sole risk;
  - (b) the Site is provided on an "as is" and "as available" basis; and
  - (c) the Site may contain information from a wide range of sources.
- (2) We expressly exclude all warranties of any kind capable of exclusion whether express or implied, including without limitation all implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- (3) We make no representation or warranty that:
  - (a) the Site will meet your requirements;
  - (b) the Site will be uninterrupted, timely, secure, or error-free;
  - (c) any information obtained from the Site will be accurate, complete, current or reliable;
  - (d) the quality of any products, services, information, or other material purchased or obtained by you through the Site will meet your expectations; or

- (e) any errors in the Software will be corrected.
- (4) Any material downloaded or otherwise obtained through the use of the Site is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- (5) No advice or information, whether oral or written, obtained by you from us or through or from the Site shall create any warranty unless expressly stated in the TOU.

**15. LIMITATION OF LIABILITY**

- (1) You understand and agree that we, our related bodies corporate and the employees and agents of each are not liable for any damages, economic or other loss or damage whether direct, indirect, incidental, special, consequential or exemplary and even if we have been advised of the possibility of such damages, arising out of any breach of any implied or express term, condition or warranty or suffered as a result of the negligence of any of them (including without limitation loss of profits, goodwill, use, data or other intangible losses) or in respect of:
  - (a) the use of, or the inability to use the Site;
  - (b) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into via or from the Site;
  - (c) unauthorised access to or alteration of your transmissions or data;
  - (d) statements or conduct of any third party on the Site; or
  - (e) any other matter relating to the Site.
- (2) You specifically acknowledge that we will not be liable for the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.
- (2) In no event will we be liable for any loss of profits, cost of cover, loss of data, or any special, incidental, indirect or consequential (or similar) damages under the laws of any jurisdiction, however caused and on any theory of liability (including negligence) arising out of or related to your use of the Site.

**16. CONSENT TO RECEIVE EMAIL UPDATES**

- (1) From time to time ARTC may send you emails.
- (2) You consent to receive these emails though this Site does not affect your ability to opt out of receiving emails by activating the 'opt out' option included in each email.

**17. NOTICE**

- (1) Notices must be in writing and may be given by hand, ordinary prepaid post, facsimile or email. A notice by us to you is taken to be duly given and received -
  - (a) if delivered by hand, when delivered;
  - (b) if delivered by prepaid ordinary post, on the second business day after posting; and
  - (c) if delivered by facsimile, upon completion of transmission and receipt by the sender of the appropriate transmission report; and
  - (d) if delivered by email, one business day after sending.
- (2) We may also provide notices of changes to the TOU or other matters by displaying notices or links to notices to you generally on the Site.

**18. GENERAL INFORMATION**

- (1) The TOU constitute the entire agreement between you and us, and governs your use of the Site, superseding any prior agreements between you and us.
- (2) You will be subject to additional terms and conditions that may apply when you use the external sites, affiliate services, third party content or third party software.
- (3) The TOU and the relationship between you and us is governed by the laws of the State of South Australia without regard to its conflict of law provisions. You and we agree to submit to the personal and exclusive jurisdiction of the courts located within the State of South Australia.
- (4) Our failure to exercise or enforce any right or provision of the TOU must not be treated as a waiver of the right or provision.
- (5) If any provision of the TOU is found by a court of competent jurisdiction to be invalid, then the provision is deemed deleted but the court should try to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect.
- (6) You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the TOU must be filed within one year after the claim or cause of action arose, or be forever barred.
- (7) Your rights and obligations under the TOU are personal and may not be assigned or dealt with in any way without our permission, and which may be withheld in our absolute discretion.
- (8) Headings in the TOU are for convenience only and do not affect interpretation.
- (9) ARTC reserves the right to change these terms and conditions from time to time without prior notification of users.
- (10) This site and some parts of this site are hosted for ARTC by third party hosting services.